

cause at the Second Show Cause Hearing, issues this Order to memorialize the sanctions.

Pursuant to Federal Rule of Civil Procedure 37(b)-(d), it is therefore **ORDERED**, **ADJUDGED** and **DECREED** that Plaintiffs Petro Franchise Systems, LLC and TA Operating LLC ("Plaintiffs"), are granted judgment in this cause as set forth below as a result of Defendants' continued refusal to comply with the Orders of this Court.

IT IS FURTHER ORDERED that Plaintiffs are granted judgment against Defendant All American Properties, Inc. for those claims brought by Plaintiffs against Defendant All American Properties, Inc., as set out in Plaintiffs' First Amended Complaint, namely, trademark infringement in violation of 15 U.S.C. § 1114(1), false designation of origin in violation of 15 U.S.C. § 1125(a), dilution of Plaintiffs' trademarks in violation of 15 U.S.C. § 1125(c), unfair competition, unjust enrichment, trademark infringement in violation of Tex. Bus. & Com. Code § 16.29, breach of contract, breach of covenant not to compete, and breach of guaranty.

IT IS FURTHER ORDERED that Plaintiffs are granted judgment against Defendant The Chelednik Family Trust for those claims brought by Plaintiffs against Defendant The Chelednik Family Trust, as set out in Plaintiffs' First Amended Complaint, namely, breach of contract and guaranty.

IT IS FURTHER ORDERED that Plaintiffs shall have and recover from Defendants, All American Properties, Inc. and the The Chelednik Family Trust, jointly and severally, damages in the amount of \$223,469.18 arising from their obligations associated with the former Milton Petro location.

 IT IS FURTHER ORDERED that Plaintiffs shall have and recover from Defendant All American Properties, Inc. damages in the amount of \$272,068.26 arising from its obligations

associated with the former Breezewood Petro location.

IT IS FURTHER ORDERED that Plaintiffs shall have and recover from Defendants, jointly and severally, post-judgment interest on the amounts awarded above at the rate prescribed by law, from the date of this Judgment until paid.

IT IS FURTHER ORDERED that Defendant All American Properties, Inc., its officers, directors, agents, employees, subsidiaries, affiliates, assigns, licensees and anyone acting in concert with them, are hereby permanently enjoined from:

- (1) using any of the trademarks owned and/or licensed by Plaintiffs, or any marks confusingly similar thereto;
- (2) otherwise infringing on Plaintiffs' trademarks;
- (3) otherwise diluting Plaintiffs' trademarks; and
- (4) otherwise unfairly competing with Plaintiffs.

IT IS FURTHER ORDERED that Defendant All American Properties, Inc., its officers, directors, agents, employees, subsidiaries, affiliates, assigns, licensees and anyone acting in concert with it are enjoined for a period ending three years after the date of the Judgment from violating the Covenant Not to Compete, Section 1.7, of the Breezewood Franchise Agreement, including specifically from owning or operating, directly or indirectly, by lease or otherwise, the Breezewood travel center, and from owning or operating, directly or indirectly, by lease or otherwise, any fuel service operations at the former Breezewood Petro location, without first obtaining the express written permission of Plaintiffs.

IT IS FURTHER ORDERED that Plaintiffs' request for attorney's fees is **DENIED**.

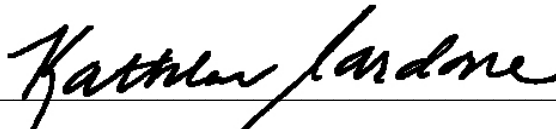
IT IS FURTHER ORDERED that Plaintiffs' request for all costs of court is **DENIED**.

All relief requested by the parties in this cause and not expressly granted herein is **DENIED**.

SO ORDERED.

The Clerk shall close the case.

SIGNED on this 14th day of January 2010.


KATHLEEN CARDONE
UNITED STATES DISTRICT JUDGE